

CONTRACT FOR REIMBURSEMENT OF COSTS INCURRED FOR LAW ENFORCEMENT ASSISTANCE

This contract is made and entered into as of the 11th day of April, 2016, by the City of Durham and the Town of Chapel Hill.

Sec. 1. Background and Purpose.

Due to the advancement of the University of North Carolina men's basketball team in the NCAA Tournament, the Town of Chapel Hill anticipated several thousand people to gather in its business district if UNC remained in the competition on April 4, 2016. The Chapel Hill Police Department does not have the personnel resources to manage such events and has to depend upon officers and deputies from outside of their jurisdiction for assistance. Therefore, on March 17, 2016, the Chief of Police of Chapel Hill, North Carolina made a written request for assistance to the Chief of Police of Durham, North Carolina [see Attachment A] requesting temporary law enforcement assistance, in accordance with the terms specified in the Mutual Assistance Agreement entered into September 14, 2011 by and between the Chief of Police of Durham and the Chief of Police of Chapel Hill [see Attachment B], should UNC remain in the competition on the aforesaid date. UNC competed in the April 4, 2016 game, but was not victorious.

Sec. 2. Services and Scope of Performance.

On April 4, 2016, from approximately 2030 hours to 2400 hours, the Durham Police Department provided 12 officers as temporary law enforcement assistance to the Chapel Hill Police Department.

Sec. 3. Compensation.

For the temporary law enforcement assistance described in this contract, the Town of Chapel Hill agrees to reimburse the City of Durham for an amount equal to per nonexempt officer, an overtime rate of time and one half each officer's hourly wages, plus paid benefits and, per exempt officer, each officer's hourly wages, plus paid benefits. The total reimbursement shall be in amount not to exceed \$6,000.00.

Sec. 4. City's Billings to the Town of Chapel Hill.

The Durham Police Department shall send an invoice to the Chapel Hill Police Department for the amounts to be paid pursuant to this contract. Upon receipt, the Town of Chapel Hill shall send the City of Durham a check in payment for all amounts contained in the invoice.

Sec. 5. Attachments.

The following attachments are made a part of this contract:

Attachment A - Request for assistance, dated March 17, 2016, from Chief Christopher C. Blue, Chapel Hill, North Carolina to Interim Chief Larry C. Smith, Durham, North Carolina

Attachment B - Mutual Assistance Agreement

Sec. 6. Miscellaneous.

- (a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive venue and forum for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver. No action or failure to act by the City of Durham shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (d) Modifications. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City of Durham unless the City Manager or a deputy or assistant City Manager signs it for the City.

Section 7. E-Verify Requirements. (a) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of NCGS; (ii) the words “contractor,” “contractor’s subcontractors,” and “comply” as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (a) in entering into this contract. (b) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Section 8. Iran Divestment Act Certification. The person entering into this contract with the City of Durham (“Contractor”) certifies that, if it submitted a bid for this contract, then as of the date it submitted the successful bid, the Contractor was not on the Final Divestment List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not on the Final Divestment List. The List is issued by the N.C. State Treasurer to comply with G. S 147-86.58 of the N.C. Iran Divestment Act. This Iran Divestment Act Certification section applies only if this contract is for goods or services. The Contractor shall not utilize on this contract any subcontractor that is identified on the List.

IN WITNESS WHEREOF, the City of Durham and the Town of Chapel Hill have caused this contract to be executed under seal by their respective duly authorized agents or officers.

This instrument has been preaudited in the manner required by the Local Government
Budget and Fiscal Control Act.

City's finance officer

Date

CITY OF DURHAM

ATTEST:

Ann Gray, Clerk

By: _____

Thomas J. Bonfield, City Manager

TOWN OF CHAPEL HILL POLICE DEPARTMENT

By: _____

Christopher C. Blue, Chief of Police

NORTH CAROLINA
COUNTY OF DURHAM

ACKNOWLEDGEMENT BY CITY OF DURHAM

I, a Notary Public in and for the aforesaid County and State certify that
_____ personally appeared before me this day, and
acknowledged that he or she is the _____ City Clerk of the City of Durham, a
municipal corporation, and that by authority duly given and as an act of the City, the foregoing
contract was signed in its corporate name by its _____ City Manager, sealed with
its corporate seal, and attested by its said City Clerk or Deputy Clerk. This the _____ day
of _____, 2016.

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF ORANGE

INDIVIDUAL ACKNOWLEDGEMENT

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before me this day and
acknowledged the execution of the foregoing contract with the City of Durham. This the
_____ day of _____, 2016.

Notary Public

My commission expires:
